

CAUSE NO. 198100313719

DEER PARK PAINT & BODY

PLAINTIFF

VS.

STATE FARM AUTOMOBILE
INSURANCE COMPANY

DEFENDANT

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IN THE JUSTICE COURT

PRECINCT 8, PLACE 1

HARRIS COUNTY, TEXAS

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Plaintiff Deer Park Paint & Body brought suit against State Farm Automobile Insurance Company for the alleged damages Plaintiff sustained in connection services provided to repair vehicles insured by Defendant; and

WHEREAS, State Farm Automobile Insurance Company was the insurer for the vehicles covered by Claim Numbers: 53-5483-V00 and 53-5515-D24; and

WHEREAS, the parties realize that there is a valid dispute between them and desire to settle all claims between them arising from or relating to the occurrences in question in order to avoid further inconvenience and expense; and

WHEREAS, State Farm Automobile Insurance Company, on one hand, and Deer Park Paint & Body, on the other, have entered into this Settlement Agreement whereby State Farm Mutual Automobile Insurance Company has agreed to pay Deer Park Paint & Body and Deer Park Paint & Body has agreed to accept TWO THOUSAND SEVEN HUNDRED TWELVE AND 89/100 DOLLARS (\$2,712.89), in full and final settlement of any and all claims which may be asserted by or on behalf of Deer Park Paint & Body with regards to State Farm Claim Numbers 53-5483-V00 and 53-5515-D24.

NOW, THEREFORE, Deer Park Paint & Body, in consideration of the total payment of TWO THOUSAND SEVEN HUNDRED TWELVE AND 89/100 DOLLARS (\$2,712.89), the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges State Farm Mutual Automobile Insurance Company, and their successors, assigns, insurers, employees, owners, shareholders, attorneys and all persons, natural and corporate, in privity with any of them (the "Released Parties") from any and all claims, actions, demands, rights, damages, costs or expenses which Deer Park Paint & Body may now have or which may hereafter arise growing out of or in any way connected with the allegations raised by Plaintiff with regards to State Farm Claim Numbers 53-5483-V00 and 53-5515-D24.

It is further understood and agreed that the provisions of this Agreement are contractual and not mere recitals and that the agreements contained herein and the consideration transferred are to compromise doubtful and disputed claims, and that no payment or releases or other consideration given shall be construed or considered as an admission of liability, all liability being expressly denied.

Deer Park Paint & Body represents that it is the owner and possessor of the claims asserted in this cause, and that it has not assigned all or any portion of these claims to any other individual or entity other than a potential contingency fee to its attorney.

Plaintiff warrants that its authorized representative has read this Settlement Agreement and Release and fully understands it to be a compromise and settlement and release of all claims, known or unknown, present or future, that they may have against the Released Parties arising out of ad with regards to State Farm Claim Numbers 53-5483-V00 and 53-5515-D24. Plaintiff warrants that the person signing this agreement is authorized to do so and that the agreement is entered into without any reliance on any representation of any kind or character not expressly set forth herein.

The undersigned hereby bind themselves, their heirs, executors, administrators, personal representatives, successors and assigns to be bound by the terms of this Agreement.

This instrument contains the entire agreement of the parties.

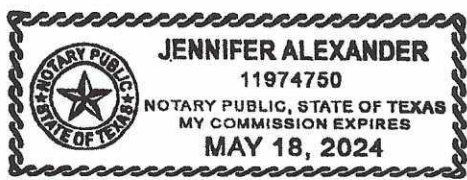
EXECUTED this 7th day of January, 2022.

Larry Cernosek
LARRY CERNOSEK AS AUTHORIZED REPRESENTATIVE FOR DEER PARK PAINT & BODY

THE STATE OF TEXAS §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Larry Cernosek as Authorized Representative and Attorney-In-Fact for Deer Park Paint & Body, known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of January, 2022.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Subject: Deer Park v State Farm
 From: Michael Raeder <mraeder@belaw.com>
 Date: 7/15/2021, 11:50 AM
 To: "lcwrecker@comcast.net" <lcwrecker@comcast.net>
 CC: Betsy Yocum <byocum@belaw.com>

Mr. Cernosek,

I wanted to reach out to you so that I could confirm some numbers to take back to State Farm and see if we can potentially resolve this case without proceeding with an actual trial. I have attached to this email a copy of the original petition you filed that, I believe, itemizes the damages that you are claiming (I have highlighted the claims that remain in yellow and the claims that were dismissed are in red). I have also include a copy of the 02/06/2020 order from the court wherein the court dismissed 3 of the 5 claims brought in your original petition. Based upon your attached petition, the damages you are claiming in relation to the 2 remaining claims (Claim No. 53-5483-V00 & Claim No. 53-5515-D24) are;

53 5483 - V 0002

Admin \$ 225.00

Detail \$ 225.00

Sheet metal 21.9 x 14.00 \$ 306.60

Refinish 9.8 x 14.00 \$ 137.30

Denib & Stress additional L.O \$ 60.00

Paint Materials additional \$ 50.00

Paint Materials 3.8 x 172.00 \$ 142.60 + Tax 123+ \$ 161.94

\$ 1165.74

And

53-5515-D 2402

Detail \$ 225.00

Administration \$ 225.00

Flex additive \$ 12.00 + Tax .99 = 12.99

Denib & Buff Painted Area 3.5 Ref \$ 210.00

Paint & Materials 625.00 - 297.00 = \$ 328.00 + Tax 27.06 \$ 355.06

Sheet Metal 22.9 x 14.00 \$ 320.60

Refinish 9.00 x 14.00 \$ 126.00

Line 29 Frame Time 2.5 x 95.00 \$ 187.50 \$ 115.00 = \$ 725.00

\$ 1547.15

Please confirm if the total amount of damages you are seeking in relation to the above 2 remaining claims = \$2,712.89. Again, I would like to try and resolve this case if possible but I need to confirm the total amount of damages you are claiming so that I can present that # to State Farm. Feel free to contact me if you wish to discuss any of this moving forward.

Thanks,

Sheet Metal (SM)	\$46.00	16.9	6.0	22.9	\$1,053.40
Mech/Elec (ME)	\$125.00				
Frame (FR)	\$68.00				
Refinish (RF)	\$46.00	9.0		9.0	\$414.00

Labor Total		31.9 Hours		\$1,467.40
Gross Total				\$2,994.92
Net Total				\$2,994.92
Rates / Taxes Adjustment			S1	
Actual Supplement Total	\$575.99			
Less: Previous Net Total				\$2,418.93-
Net Supplement Total				\$575.99



For more information regarding State Farm's promise of satisfaction relating to new non-original equipment manufacturer (non-OEM) and recycled parts, please visit: <http://st8.fm/7X4> or QR code.

Register online to check the status of your claim and stay connected with State Farm®. To register, go to statefarm.com and select Check the Status of a Claim. If you are already registered, thank you!

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 77002 Houston
 Recycled Parts Y/3/0 Zip Code: 77505 INV DATE: 09/04/2018
 Rate Name (02546) Houston WoodlandSugarCreek

Audatex Estimating 8.0.555 S1 09/04/2018 03:39 PM REL 8.0.555 DT 08/01/2018
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2.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

- | | | |
|--------------------------|---|---------------------------|
| * = User-Entered Value | ^ = Labor Matches System Assigned Rates | E = New Part |
| NG = Replace NAGS | EC = ** NON-OEM PART | OE = Replace PXN OE Srpls |
| UE = Replace OE Surplus | ET = Partial Replace Labor | EP = ** NON-OEM PART |
| EU = RECYCLED PART | TE = Partial Replace Price | PM = REMAN/REBUILT PART |
| UM = REMAN/REBUILT PART | L = Refinish | PC = RECOND PART |
| UC = RECOND PART | TT = Two-Tone | SB = Sublet Repair |
| N = ADDITIONAL OPERATION | BR = Blend Refinish | I = Repair |
| IT = Partial Repair | CG = Chipguard | RI = R & I Assembly |
| P = Check | RP = RP-RELATED PRIOR | |

10	N	566	Rear Bumper Cover R&I	ADDITIONAL OPERATION			INC	SM
11	I	566	Cover,Rear Bumper	Repair			3.5*	SM
12	L	566	Cover,Rear Bumper	Refinish			3.9	RF
				2.8 Surface				
				0.6 Two-stage				
				0.5 Feather, Prime & Block				
13	OE	572	Brkt,Rear Bumper Mtg LT	Replace PXN OE Srpls	\$12.53		0.2	SM
			>> Russell and Smith Auto Group 800-392-1983					
			>> 1107 South Loop West					
			>> Houston TX 77054					
			>> Quote# 111535258766786, Stock# 71598T2AA01					
14	OE	584	Brkt,Rear Bumper Mtg LT	Replace PXN OE Srpls	\$11.36	S1	INC	SM
			>> Russell and Smith Auto Group 800-392-1983					
			>> 1107 South Loop West					
			>> Houston TX 77054					
			>> Quote# 131535260982537, Stock# 71555S5A000					
15	OE	1011	Brkt,Rear Bumper Mtg LT	Replace PXN OE Srpls	\$10.51		0.2	SM
			>> Russell and Smith Auto Group 800-392-1983					
			>> 1107 South Loop West					
			>> Houston TX 77054					
			>> Quote# 111535258766786, Stock# 71508T2AA00					
16	RI	582	Reflector,Rear Bumper LT	R & I Assembly			0.1	SM
17	RI	583	Reflector,Rear Bumper RT	R & I Assembly			0.1	SM
18	RI	599	Defl,Rear Bumper	R & I Assembly			0.3	SM

Rear Body, Lamps And Floor Pan

19	RI	533	Taillamp Assembly,Otr LT	R & I Assembly		S1	0.6	SM
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Manual Entries

20	L	M14	Corrosion Protection	Refinish			0.2*	RF
21	N	M60	Hazardous Waste Removal	ADDITIONAL OPERATION	\$3.00*			SM
22	N		Seam Sealer	ADDITIONAL OPERATION	\$5.00*	S1	0.3*	SM
23	I		Pinch Weld Repair	Repair		S1	1.0*	SM
24	L		Pinch Weld Refinish	Refinish		S1	1.0*	RF*
25	I		BODY PULL LT 1/4	Repair		S1	3.0*	SM*
			>> lt qtr/inc setup/measure					
26	L		denib and finesse	Refinish		S1	0.5*	RF*
27	P		See file notes	Check		S3		SM*
28	I		S4 SEE FILE NOTES	Repair		S4		SM*
28	Items							

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		\$104.00	
OE Surplus Parts		\$183.48	
Other Parts		\$8.00	
Paint & Materials	8.8 Hours @ \$33.00	\$290.40	
Parts & Material Total			\$585.88
Tax on Parts & Material	@ 8.250%		\$48.34

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$46.00	3.1	18.8	21.9	\$1,007.40
Mech/Elec (ME)	\$125.00				
Frame (FR)	\$68.00				
Refinish (RF)	\$46.00	9.8		9.8	\$450.80

CONFIDENTIALITY. In consideration for the payment of one hundred dollars (\$100.00) of the total payment outlined above, receipt is hereby acknowledged, the Plaintiff agrees that the terms and conditions of this Agreement are and shall remain confidential and agree not to disclose or publish in any form or fashion the settlement amounts or terms of settlement, unless ordered or required by this court or a court of competent jurisdiction, or as necessary to resolve subrogation claims or liens or for banking or tax purposes or for purposes of legal advice. This confidentiality agreement does not prohibit Plaintiff from required disclosure of the amount of the settlement as may be required under the law, or tax accountants or tax lawyers with the understanding that those people to whom the information is disclosed are to be instructed to keep the revealed information confidential. It is agreed that any single member of the Released Parties shall have the right and standing to enjoin any person and/or organization violating this confidentiality agreement or any person and/or organization who has announced an intention to violate this confidentiality agreement or who has failed to desist from any violation hereof after written demand to do so.

The undersigned hereby bind themselves, their heirs, executors, administrators, personal representatives, successors and assigns to be bound by the terms of this Agreement.

This instrument contains the entire agreement of the parties.

EXECUTED this _____ day of _____, 2022.

LARRY CERNOSEK AS AUTHORIZED
REPRESENTATIVE FOR DEER PARK PAINT &
BODY